

THE DISTRICT OF COLUMBIA A NEW CITY CENTER



FIRST SOURCE EMPLOYMENT COMMITMENTS

DEVELOPER COMMITMENT

Hire, in accordance with D.C. Law, 51% of qualified District of Columbia residents for all new jobs created.

51% of the apprentices employed in connection with the development and construction of the Improvements at the Project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

Hines/Smith will encourage, to the extent allowable and practicable, preference first for residents in Ward 2 and then other residents of the District of Columbia.

During development, construction, and operations of the Improvements at the Project, the Employer shall require all contractors and subcontractors, with contracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES relating to this Project. Operational requirements will be in place for at least five (5) years after Substantial Completion of uses on each Leased Parcel.

DEFINITIONS

Operations: Contracts for Operations involving the Employer as a party in excess of \$100,000 that relate to Improvements of the Project, including: property management (including hotel management) of the Improvements, the activities of any Parking Operator/Lessee and/or the security company (i.e., manned security) operating at the Improvements, any construction contractors governing or arising out of tenant construction at the Improvements, and any leases relating to sit-down and fast food restaurants.

Operations Period: With respect to each Parcel, the period beginning upon Completion of that set of Improvements and ending on the fifth anniversary of such Completion date. Prior to the end of the Operations Period on any given Parcel, the parties shall negotiate in good faith a new Agreement or an extension of this Agreement for a period not to exceed five years from the end of the applicable Operations Period.

A CLOSE WORKING RELATIONSHIP WITH DOES

DOES will be the first source for the recruitment, referral, and placement of employees involved with the development, construction, and Operations of the Improvements at the Project.

Hines/Smith will provide regular reporting to DOES.

Hines/Smith will make all decisions on hiring new employees but will use good faith reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.

DOES and Employer may agree to develop skills training and on-the-job training programs.

APPRENTICESHIP PROGRAM

Hines/Smith will register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more relating to the Improvements at the Proejct.

COMMUNITY OUTREACH

Hines/Smith will prepare a Community Involvement Plan that will specify the process for providing the community that is impacted by the Project with information about, and input into, the Project as it is designed, developed, constructed, and operated.

Plans include:

- Formation of a community advisory committee
- A website
- A community newsletter
- A series of symposia to discuss the Master Plan Process and solicit input
- Attendance at community events and seminars
- Creating an educational internship program with local academic institutions

ENFORCEMENT

At discretion of the Contracting Officer, penalties, including monetary fines of 5% of the total amount of the direct and indirect costs of an Employer contract found to be in violation of a First Source Employment Agreement.